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**AGREEMENT
BETWEEN**

**NIAGARA FRONTIER TRANSIT METRO SYSTEM, INC.
(METRO – LINK A.D.A. CONTROLLERS)**

AND

**TEAMSTERS LOCAL 264
BUFFALO, NEW YORK
AN AFFILIATE OF
THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

**EFFECTIVE
APRIL 1, 2007– MARCH 31, 2012**

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

METROLINK A.D.A. CONTROLLERS
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AGREEMENT

THIS AGREEMENT made and entered into on the 25th day of April, 2008 by and between NIAGARA FRONTIER TRANSIT METRO SYSTEMS, INC., a body corporate and politic, constituting a public benefit corporation, organized and existing pursuant to Chapter 717 of the Laws of 1967 of the State of New York, as amended with its principal office for the transaction of business at 181 Ellicott Street, in the City of Buffalo, County of Erie and State of New York, (hereinafter referred to as "Employer") and the Teamsters Local #264, International Brotherhood of Teamsters (hereinafter referred to as "Union", representing Metro-Link A.D.A. Controllers.

ARTICLE 1 **RECOGNITION – UNION MEMBERSHIP**

Section 1.1: Recognition

Pursuant to PERB Case No. C-4222, the Employer recognizes Teamsters Local #264 as the representative of NFT Metro Systems, Inc. Metro-Link A.D.A. Controllers.

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment and the administration of grievances arising there under for the term of the agreement for all employees covered by this agreement in all classifications as determined by the New York State Public Employment Relations Board to be in the bargaining unit.

The period of unchallenged representation for the Union shall be the maximum permitted by the Taylor Law.

The terms "employee(s)", "member(s)" are used interchangeably herein to refer to permanent employees (excluding those employees on probation) of the Employer, on a full-pay status, who are represented by the Union and whose terms and conditions of employment are governed by this agreement. These terms are used to designate both male and female.

Section 1.2: Purpose of Agreement

The parties hereto declare that it is their policy as implemented by this agreement to promote harmonious and cooperative relationships between the Employer and the Union and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of the Employer. This agreement will also establish equitable and peaceful procedures for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

Section 1.3: Applicable Law

In consideration of the mutual covenants and agreements, herein contained, the Employer and the Union, through their authorized representatives, agree that this agreement has been negotiated pursuant to the provisions of the Public Employees Fair Employment Act and is governed by the applicable provisions of New York State Law.

Section 1.4: Legislative Requirements

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

Section 1.5: Union Officials

The Union will advise the Employer, in writing, to the Director of Labor Relations, of the names and titles of its employees, and will promptly give the Employer written notification of any changes during the term of this agreement within two (2) calendar weeks of any such change.

Section 1.6: Dues Check Off and Authorization

An employee desiring to become a member of the Union may execute a written authorization form. Upon receipt of the authorization from an employee, NFT Metro shall, pursuant to the authorization, deduct from the employee's wages each month union membership dues according to the following calculation.

Employee's hourly rate x 2.25 with the result rounded to the nearest dollar (i.e., forty-nine cents [\$.49] and below will be rounded down and fifty cents [\$.50] and above will be rounded up to the next whole dollar).

Effective June 1, 2005, union dues will be deducted in the first pay period of each month.

The Employer, following each pay period from which those deductions are made will transmit the amount so deducted to the Union within thirty (30) days. All transmittals shall be sent out by a listing of the members from whom the deductions have been made and the amount from each to:

TEAMSTERS LOCAL #264
35 TYROL DRIVE
CHEEKTOWAGA, NEW YORK 14227

The Union shall certify to the Employer, in writing, the current rate of membership dues and shall give the Employer thirty (30) days notice prior to the effective date of any changes.

A deduction authorized by an employee shall continue as long as so authorized unless and until such employee notifies the Labor Relations Department of the Employer of his desire to discontinue or to change such authorization, in writing, and by registered mail and the Employer shall forward a copy of the employee's notification to the Union.

The Employer further agrees to grant to the Union an exclusive payroll deduction of premiums for an employee organization sponsored insurance program.

The Union agrees to indemnify and hold the Employer harmless from any loss it may incur as a result of such deduction.

Section 1.7: Agency Shop Fee

Agency shop fee deductions, of an equal amount to Union membership dues, shall be continued for the term of this agreement. Such amount shall be deducted on a monthly basis

and shall be transmitted at the same time and to the same office as set forth in Section 1.6 above.

If, through inadvertence or error, the Employer fails or neglects to make a deduction which is properly due and owing from an employee's paycheck, such deduction shall be made from the next pay check of the employee and submitted to the collective bargaining representative, employee or any party by reason of the requirements of the Section of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from employee wages earned.

On the effective date of this agreement, the Employer shall supply to the Union at the address listed above, a list of all current employees in the bargaining unit showing the employee's full name, home address, social security number, job title, work location, membership status, insurance deductions and first date of employment. Such information shall hereafter be provided to the above if any changes occur.

The Union, pursuant to such deductions, agrees to establish and maintain a procedure providing for the refund of any non-members demanding the return of any part of such agency fee deduction which represents his/her prorated share of expenditures by the Union in aid of activities or causes of a political or ideological nature, only incidentally related to terms and conditions of employment.

The Union shall hold the Employer harmless against any and all suits, claims, demands and liabilities arising out of any action of the Employer implementing or deducting amounts of money from wages under this section.

Section 1.8: Pledge Against Discrimination and Coercion

The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the agreement.

In connection with the Equal Employment Opportunity Program of the United States, NFT Metro pledges its full support to Executive Order 11246 of September 1965 as amended by Executive Order 11375 dated October 13, 1968, in continuing its well established policy to provide equal employment opportunities for all individuals on the basis of qualifications and merit without regard to race, color, creed, age, sex, religious affiliation or national origin, which policy the Union enthusiastically endorses.

All references to employees in this agreement designate both sexes and wherever the male gender is used, it shall be construed to include male and female employees.

The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any lawful employee activity in an official capacity on behalf of the Union.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

The Union agrees that it will not interfere with, coerce or intimidate any of the employees into joining the Union. The Union recognizes that no employee is required to join the Union and every employee has the right to join or refrain from joining the Union.

ARTICLE 2

HOURS OF WORK

Section 2.1: Workday and Workweek

The scheduled workday shall be eight (8) hours per day and the scheduled workweek shall be forty (40) hours per week with two (2) consecutive days off.

Section 2.2: Selecting Work Schedules

The selection of work schedules shall involve the posting of available work schedules (tricks) for each job group as described in this section.

The postings that contain the work schedules will be provided to the Union two (2) weeks prior to the actual selection of the tricks. The Employer agrees to meet with the Union to discuss any changes or modifications in work schedules prior to work assignment selection.

A.D.A. Controllers shall pick their workweek schedules four (4) times per year and all selections shall be based on seniority.

The Employer maintains the right to establish the number of tricks to be picked, the hours and days of the week of each trick with the understanding that no current employee will be required to work a swing or split shift or denied two (2) consecutive days off in their existing positions (other than existing practice). Nothing in this article prohibits a current employee from selecting a swing or split shift work schedule or a schedule that does not contain two (2) consecutive days off.

If an employee is away from work due to illness or injury for more than ten (10) workdays or on vacation for more than ten (10) workdays, the Employer has the right to assign the employee then on Schedule B to the schedule of the absent employee. The employee affected by said move shall receive the "Floater" premium/third shift premium, while assigned to said shift. (*Example: 3:45 am – 11:45 pm 3rd shift premium; 8:00 am – 4:00 pm; 12:00 pm – 8:00 am 4 hrs. - second shift; 4:00 pm – 12:00 am 2nd shift premium*).

Tricks may be modified (within 15-minute periods) by the Employer in its sole discretion, however, the Employer agrees to inform the Union of any changes and meet with the Union to discuss them.

Any selection/assignment of work schedules as outlined in this article may be changed or modified by mutual agreement of the parties.

Section 2.3: Overtime Eligibility

For time actually worked in excess of eight (8) hours in any work shift or for time actually worked in excess of forty (40) hours in any workweek, the Employer agrees to pay the employee at one and one-half times the appropriate hourly rate.

For the computation of hours worked, the only paid leave that will be counted are holidays which fall within the employees scheduled workweek, but that the employee does not work, vacation and pre-approved personal leave.

Section 2.4: Overtime Distribution

It is understood that the controller on duty shall remain on duty until relieved.

The opportunity for authorized overtime shall be equally divided.

Controllers have the right of first refusal for overtime when it is necessary to call in an employee to work as a controller.

Disciplinary suspensions will not be scheduled as to prevent overtime, except in cases where immediate disciplinary suspensions are necessary.

It is understood that the sole responsibility and authority for determining the number of hours of work, in excess of the scheduled work shift and workweek, shall remain vested in the Employer.

Section 2.5: Lunch Periods

Each employee assigned to work an eight (8) hour day will be allowed a thirty (30) minute meal period, with pay. It is agreed that lunch periods must be taken within the scope of the employee's duties and any employee may be required to stay at his/her work location.

Section 2.6: Shift Differential

Effective the signing of this agreement, employees who are regularly assigned to work second shift shall receive \$.20 per hour in addition to their regular hourly rate. Employees who are regularly assigned to work third shift and the "Floater" shift shall receive, in addition to their hourly rate, \$.40 per hour. Excluded for the shift premium are: vacation days, personal leave, sick leave, military leave, jury duty, bereavement leave and workers' compensation.

ARTICLE 3 **HOLIDAYS**

Section 3.1: Holiday List

The following are to be holidays, whether or not they fall within the scheduled workweek: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Good Friday afternoon, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Day Preceding Christmas, Christmas Day.

In addition, each employee will be credited with one "floating" holiday during the fiscal year if hired prior to October 1. This holiday may be taken at any time during the fiscal year, providing the employee informs the Employer, in writing, forty-eight hours in advance.

Section 3.2: Holiday Pay

In order to be paid for a holiday, an employee must be on full pay status or on Workers' Compensation. Employees on unpaid leave, non-job related disability or disciplinary suspension when a holiday occurs, or is observed, will not be paid for that holiday.

An employee must have worked the last scheduled work shift prior to and the next scheduled work shift after a holiday in order to be paid for such holiday.

If an employee calls in sick, either before, on or after a holiday, the employee must provide a doctor's certificate for such absence (prior to the end of the pay period immediately following the holiday) in order to be paid for the holiday.

ARTICLE 4

VACATION

Section 4.1: Vacation Entitlement

Basic vacation credits shall be earned at the rate of ½ day (4.0 hours) per pay period. Employees shall have a total accrual of 13 vacation days at the end of each year. In addition to basic vacation credits, employees become eligible for anniversary/longevity vacation credits. These credits supplement the basic vacation credits received and are intended to provide vacation credits to conform with the schedule of vacation increments as outlined below.

<u>Years of Employment</u>	<u>Vacation Days</u>
1	13 Basic Days
2	14 Days (13 Basic + 1 Ann.)
3	15 Days (13 Basic + 2 Ann.)
4	16 Days (13 Basic + 3 Ann.)
5	17 Days (13 Basic + 4 Ann.)
6	18 Days (13 Basic + 5 Ann.)
7	19 Days (13 Basic + 6 Ann.)
8 – 11	20 Days (13 Basic + 7 Ann.)
12 – 16	21 Days (13 Basic + 8 Ann.)
17 – 21	22 Days (13 Basic + 9 Ann.)
22 – 26	23 Days (13 Basic + 10 Ann.)
27 – 31	24 Days (13 Basic + 11 Ann.)
32 or More	25 Days (13 Basic + 12 Ann.)

Anniversary/longevity vacation credits are deemed to be earned on the day immediately following an employee's anniversary date.

Basic vacation credits shall be earned by employees on full-pay status for hours actually worked; vacation, sick leave, personal leave, jury duty, military leave or any other form of paid leave or Workers' Compensation. Vacation credits will be pro-rated in those instances where an employee is on unpaid leave of absence or receiving disability benefits.

Section 4.2: Vacation Selection

All employees must submit to their Department Head, for approval, a Leave Request form indicating the dates they wish to take vacation leave. Vacation time may not be taken unless proper approval is obtained.

Vacation time may be taken in 2-hour increments.

Section 4.3: Vacation Carry Over

Vacation credits may be carried over to the next fiscal year subject to the following limitations in operating procedures: Thirty-five days (280 hours) limit except for General Managers, whose permitted carry-over is based upon the approval of the Executive Director.

Section 4.4: Monetary Equivalent

An employee who leaves employment, for any reason, shall be compensated for vacation time unused at the time of separation.

All unused vacation time will be paid to the estate of an employee who dies while in the employ of NFT Metro.

Section 4.5: Holidays During Vacation

When a holiday occurs during an employee's scheduled vacation, an employee will receive vacation pay for the period selected and, in addition, will receive an additional payment for the holiday (8 hours pay).

Section 4.6: Advance Vacation Pay

Employees may request advance payment for pre-selected and approved vacation, provided that a written request is submitted to the Employer at least four (4) weeks prior to the start of the vacation period and provided that the vacation period is a minimum of two (2) consecutive weeks.

The advance vacation payment will be made on the payday immediately preceding the vacation period.

Section 4.7: Vacation Buy-Back

Employees may request to convert vacation time to cash value up to a maximum of ten (10) days per year. The request must be made a minimum of one (1) week prior to the pick-up vacation period.

Procedure: Department Head Selling Back Vacation Weeks Due to Vacation Sell Backs:

A) Pre-Planned Sell Backs

1. If the Union member selling back a week of vacation gives the Department Head reasonable notice (at least one month), the week of vacation being sold back will be made available to Union members who were initially unable to pick this particular week.

B) Emergency Sell Backs

1. As per contractual agreement, the Department Head must be given at least one week notice on each week (or day) sold back.
2. The week sold back on short notice will not be available to Union members.

ARTICLE 5
COMPENSATION

Section 5.1: Salary, Wage Tables

See Appendix A, Page 21

Section 5.2: Longevity Pay

Longevity pay will be earned by employees with at least seven (7) years of service, in accordance with the following schedule:

<u>ANNIVERSARY</u>	<u>LONGEVITY PAY EARNED</u>
7 TH	\$ 500
11 TH	\$ 700
15 TH	\$ 900
20 TH	\$1100
25 TH	\$1500
30 TH	\$1800

For the purpose of computing longevity pay, an employee shall receive a longevity increment on April 1st if his/her 7th, 11th, 15th, etc., year of service will be completed at any time during the fiscal year. Once eligible, an employee's annual longevity increments shall become a part of his/her base salary.

Section 5.3: Jury Duty

If an employee is called for jury duty on a regularly scheduled workday, he or she shall present proof to his or her supervisor. The employee shall be marked as jury duty with pay for the actual period required for jury service as per current practice. The employee must, however, remit to the Employer, compensation received for serving on jury duty.

ARTICLE 6
NFT METRO PROPERTY

Section 6.1: NFT Metro Property

Upon separation, employees must return, in good working condition with reasonable wear and tear, all property issued to them by the Employer before final payment is released.

ARTICLE 7
MEDICAL, DENTAL, OPTICAL INSURANCE AND DISABILITY

Section 7.1: Medical Coverage – Effective Date

The provisions of Sections 7.2 – 7.10 shall be effective for all active employees on June 1, 2005.

Section 7.2: Effective Date of Coverage for Newly-Hired Employees

For employees hired from outside of NFTA/Metro, the effective date of the insurance listed in this Section shall be the first of the month following the completion of thirty (30) days of employment.

Section 7.3: Type of Coverage Available for Active Employees

Effective June 1, 2005, the sole medical insurance offered to active employees shall be the Core Plan design (Core Plan-Traditional Blue POS 203, hereinafter referred to as the "Core Plan") offered through the Labor Management Healthcare Coalition, Inc. (LMHC) or a Replacement Plan selected by the Company under Section 7.5 below.

Section 7.4: Employee Monthly Premium Cost for Active Employees

The Company will pay the full monthly premium cost for either single or family coverage, as appropriate, for the Core Plan or for a Replacement Plan selected by the Company under Section 7.5 below.

Section 7.5: Termination of Coverage and Replacement Plan Selection

The NFTA reserves the right to opt out of the Labor Management Healthcare Coalition and/or the Core Plan effective on or after October 1, 2005 and replace that coverage with substantially equivalent coverage ("Replacement Plan"), which the NFTA will submit to the Teamsters Local 264 for its review and comment. If the NFTA and Teamsters Local 264 cannot agree that the replacement coverage is substantially equivalent, the matter will be submitted to final and binding arbitration using the arbitration procedure outlined in the collective bargaining agreement.

Section 7.6: Dental Insurance

The NFTA agrees to provide Group Health Incorporated (GHI) Preferred Dental Plan coverage for all active employees effective June 1, 2005. This coverage ceases once an employee is removed from the payroll, for any reason, or leaves the bargaining unit.

The parties agree that the Dental Insurance provider may be changed by the Employer during the life of the agreement.

Section 7.7: Optical Insurance

The NFTA agrees to provide Group Health Incorporated (GHI) Optical Coverage (CBP) for all active employees effective June 1, 2005. This coverage ceases once an employee is removed from the payroll, for any reason, or leaves the bargaining unit.

The parties agree that the Optical Insurance provider may be changed by the Employer during the life of the agreement.

Section 7.8: Disability

The Company will provide disability coverage under the New York State Workers' Compensation Law.

Section 7.9: Employees on Disability or Workers' Compensation

Employees collecting New York State disability or workers' compensation benefits will have premiums paid on their behalf for up to two (2) years for single or family coverage, as appropriate for medical, dental and optical insurance.

Section 7.10: Waiver of Medical Insurance

During the annual open enrollment period, an employee who is eligible for coverage, at his/her option, may waive medical insurance coverage and receive the following cash payment:

Single \$1200
Family \$1900

To qualify for the cash payment program, an employee must provide proof of duplicate medical insurance coverage. This may be in the form of a letter from the medical benefits provider or a photocopy of a current medical identification card, that reflects duplicate coverage. Such documentation must be submitted with the completed application. Employees interested in participating in this program can obtain an application from the Human Resources Department during the annual open enrollment period.

Section 7.11: Retiree Medical Coverage

A. Effective Date - The provisions of this Section shall be effective on June 1, 2005 for all employees who retire on or after that date, subject to the eligibility provisions listed below.

B. Eligibility - To be eligible for the retiree medical coverage benefit, the retiree must meet the following conditions:

- Retire on or after 6/1/05
- Retire with a minimum of ten (10) years of credited service with the NFTA
- Must enroll in the NFTA retiree medical insurance program
- Must retire from full-time employment with the NFTA
- Must not be eligible for coverage under another medical plan if spouse is still employed

The retiree loses his or her eligibility if he or she or his/her spouse is employed or re-employed and becomes eligible for medical coverage as a result of that employment.

C. Upon retirement, employees have the option to apply the value of sixty (60) days accrued sick leave toward the premium cost of double or family medical coverage, as appropriate.

D. Type of Coverage for Age Pre-65/Pre-Medicare Eligible Retirees – Effective June 1, 2005, there are two (2) LMHC plans for Age Pre-65 retirees who retire on or after that date: the Core Traditional Blue POS 203 ("Core Plan") and the Core Traditional Blue PPO with RX ("Traditional Blue PPO 812"). Participation in the plans is subject to residency requirements established by the carrier, Blue Cross and Blue Shield of Western New York.

E. Employee Monthly Premium Cost for Age Pre-65/Pre-Medicare Eligible Retirees - Effective June 1, 2005, the Company will pay 100% of the monthly premium cost for single coverage in the Core Plan or a Replacement Plan selected for Age Pre-65 retirees. Retirees may elect Traditional Blue PPO 812 coverage; however, the dollar amount paid by the Company toward such coverage will be no greater than the dollar amount paid by the Company for single coverage under the Core Plan or a Replacement Plan.

- F. Type of Coverage Available for Age Post-65/Medicare Eligible Retirees -Effective June 1, 2005, there are four (4) LMHC plans available to age Post-65 Retirees. Participation in the plans is subject to residency requirements established by the carrier, Blue Cross/Blue Shield of Western New York. Option D is the only option available to employees who permanently live outside of the Western New York area, as defined by the carrier, Blue Cross /Blue Shield of Western New York.

There are four LMHC plans available:

- Option A – BC/BS of WNY Senior Blue 402
- Option B – BC/BS of WNY Senior Blue 401 with Unlimited Rx
- Option C – BC/BS of WNY Traditional PPO 201 with Unlimited Rx
- Option D – Core Traditional Blue PPO with Rx (Traditional Blue PPO 812)

- G. Employee Monthly Premium Cost for Age Post-65/Medicare Eligible Retirees - The Company will pay 100% of the monthly premium cost for single coverage for Option A, B or Option C, or their counterpart(s) in the Replacement Plan, for Age Post-65 retirees who retire on or after June 1, 2005. Upon becoming eligible for Medicare, retirees/spouses of the bargaining unit will be required to take Medicare Parts A and B. (Part B contributions are the responsibility of the employee).

Age Post-65 retirees electing single coverage under Option D will be responsible for paying the difference between the monthly premium cost for single coverage of the most expensive plan among Options A, B, and C or their counterpart(s) in a Replacement Plan and the monthly cost of Option D.

- H. Termination of Coverage and Replacement Plan Selection for Both Age Pre-65/Pre-Medicare Eligible and Post-65/Medicare Eligible Retirees - The NFTA reserves the right to opt out of the Labor Management Health Coalition and/or the retiree options outlined above, effective on or after October 1, 2005, and to replace that coverage with substantially equivalent coverage ("Replacement Plan") which the NFTA will submit to the Teamsters Local 264 for its review and comment. If the NFTA and Teamsters Local 264 cannot agree that the replacement coverage is substantially equivalent, the matter will be submitted to final and binding arbitration using the arbitration procedure outlined in the collective bargaining agreement.

ARTICLE 8

WORKERS' COMPENSATION

Workers' Compensation benefits are allowed for job related injuries that cause disability beyond seven (7) calendar days in accordance with N.Y.S. Law. Payments begin to accrue with the eighth day after disability commences. If an employee is receiving Workers' Compensation, the Employer will continue to pay all benefits under this agreement.

While receiving Workers' Compensation benefits, an employee who shall engage in any occupation or employment shall be considered as having voluntarily quit the employment of the company.

ARTICLE 9

RETIREMENT BENEFITS

Section 9.1: Pension Plan

The employer shall contribute to the employee's pension program through the New York State and Local Employee's Retirement System. Availability of the plan, election of membership and plan benefits are subject to the rules and procedures of the New York State Retirement System.

ARTICLE 10

LIFE INSURANCE

Section 10.1: Group Life Insurance

All active employees are covered by a Group Life Insurance Policy; this coverage is in addition to the death benefit provided through the New York State Employees' Retirement System.

Life/AD &D benefits with double indemnity for accidental death are provided in the amount of one times an employee's basic annual salary rounded to the nearest \$1,000 up to a maximum of \$50,000. Coverage terminates when full-time employment terminates.

The only life insurance benefit provided to retirees is through the State Retirement System.

ARTICLE 11

SENIORITY

Section 11.1: Seniority Classified

Seniority will be classified as follows:

Company Seniority date of full time permanent employment with NFT Metro, regardless of position, classification or Union status.

Section 11.2: Breaks in Seniority

Seniority shall be broken by the occurrence of any one of the following:

- Discharge or termination for cause;
- Voluntary resignation;
- Failure to report following layoff;
- Failure to report for employment on the date required by recall notification (provided such notification was given by certified mail to the last known address at least 72 hours in advance of the report date);
- Failure to return to work from Workers' Compensation leave when medically able;
- Failure to return from an authorized leave of absence or sick leave when medically able and verified by a physician;
- Failure to perform work for the Employer for a period that exceeds two (2) consecutive years (excluding any period of paid leave time such as sick leave, vacation and personal leave)

Section 11.3: Probationary Period (New Employees)

Newly hired employees (not a permanent full-time employee of the Authority) shall have a probationary period of 120 days of actual work, during which time said employee may be suspended, dismissed, discharged or laid off at the sole discretion of the employer.

Section 11.4: Probationary Period (Promotion of Non-Unit Employees)

NFT Metro or NFTA employees promoted into the Union shall have a probationary period of ninety (90) days of actual work, which may be extended by mutual agreement of the Employer and the Union.

Section 11.5: Job Postings/Promotion

Any vacancy within the Union shall be posted for a period of five (5) work days in order to give an opportunity to any Union employee to make a written application for such job.

An employee who is promoted or transferred as a result of filling a posted position, shall have a probationary period of ninety (90) days of actual work. During this time the employee may be removed by the Employer and returned to his/her former position for unsatisfactory job performance. In addition, during the probationary period, the employee may voluntarily relinquish their rights to the posted position and return to their former job. The employee may also be removed by another employee exercising their rights under this agreement.

Section 11.6: Promotions Outside Union

Employees in the Union who are promoted to positions outside the Union shall have a probationary period of ninety (90) days of actual work in order to determine whether they like, and are able to perform the work and whether the Employer wishes to continue them in their new position. This ninety day period may be extended by mutual agreement of the Employer and the Union. During this probationary period, there shall be no prejudice to their Union membership nor their right to return to their previous job classification in the Union with full seniority rights as described in this article. At the end of the probationary period, all seniority rights shall cease.

Section 11.7: Layoff/Bumping

In the event of a layoff (force reduction) which affects an employee(s) of the Union, the reduction of the work force shall be accomplished by laying off the employee who has the least amount of seniority as outlined in Section 11.1 of this Article.

Section 11.8: Recall

In the event that employees will be recalled to work, such recall will be based upon seniority as defined in Section 11.1 of the Article as follows: The most senior employee will be recalled, provided he/she has the ability and qualifications necessary to perform the duties required. An employee's name will be maintained on a recall list for five (5) full years after the date of layoff.

Employees on layoff have the responsibility to notify and keep currently informed, the Labor Relations Branch as to their legal mailing address.

Recall notices shall be sent by certified and regular mail addressed to the employee address on record in the Labor Relations Branch. The date of mailing of the recall notice shall be considered as the date of notification.

Upon notification of recall, an employee has twenty (20) calendar days to inform the Labor Relations Branch as to his or her willingness and availability to return to work.

If the Labor Relations Branch is not contacted by the employee being recalled within the above time limits, the employee forfeits all rights under this section.

ARTICLE 12

LEAVES OF ABSENCE

Section 12.1: Personal Leave

Employees will be credited with a maximum of five (5) personal leave days on April 1st of each year.

Request for personal leave must be submitted in writing for approval at least forty-eight (48) hours in advance to the employee's supervisor. Requests will be approved on a first submitted first approved basis. Within forty-eight (48) hours of receipt of the leave request form by the supervisor, employee will be notified if request for personal leave time has been granted or denied.

Exceptions are made for emergency situations in which case an employee must notify his/her supervisor or the Employer as soon as possible for the need for personal time. A leave request form must be completed to document and verify all such time.

Personal leave time must be used in increments of not less than one hour.

Personal leave time cannot be accumulated from year to year, however, unused personal leave time is credited as sick leave at the end of the fiscal year.

Upon separation from employment, an employee will not be compensated for unused personal leave time.

Section 12.2: Sick Leave

Sick leave is exclusively to help compensate employees who are unable to work due to a bona fide illness or injury. The use of sick leave may include required doctor and dentist needs.

Employees shall earn sick leave credits at a rate of one-half day per biweekly pay period, to the extent that the employee is on full-pay status during such period. Sick leave credits may be accumulated up to a total of 180 days (1,440 hours).

An employee has the responsibility to notify his/her Department Manager, one (1) hour prior to his/her scheduled shift when reporting off sick/injury.

The employee's time record sheet will reflect the period of time the employee was on sick leave. These records will be verified and approved by the Department Head. For illness in

excess of five consecutive work days, an employee must have a physician's release to return to work.

The Employer, at its own expense and selection, may require an employee to take a physical examination whenever deemed necessary.

Abuse or falsification of sick leave is a serious violation of the Employer's work rules, which may result in disciplinary action, including termination.

Section 12.3: Perfect Attendance Stipend

Effective January 1, 2008, there shall be a quarterly attendance award as follows for all employees eligible for sick leave.

- A. Eligible employees who are not absent from work during any quarter of the calendar year shall receive \$250.00 for that quarter.
- B. Eligible employees who receive the \$250.00 bonus for each quarter of the calendar year shall receive an additional bonus of \$500.00
- C. For the purposes of this Section 12.3, the following shall be considered as days worked:
 1. Full days actually worked;
 2. Days absent on vacation;
 3. Days absent on paid holidays designated in this Agreement;
 4. Days absent on ordered military reserve or National Guard Duty, not full-time active duty;
 5. Days absent on paid bereavement leave under the provisions of this Agreement;
 6. Days absent on non-emergency personal days, which were pre-scheduled and approved before the day in question under the provisions of this Agreement;
 7. Days absent on paid emergency personal days provided that the employee provides written verification of the nature of the emergency within three (3) business days. With respect to the Attendance Bonus, each use of an emergency personal day shall be subject to review by a Union Management Committee (i.e., Manager Metro Link ADA Controllers, Teamsters Local 264, Manager, Labor Relations), however, the final decision shall not be subject to the grievance procedure.
 8. Days absent on paid jury duty under the provisions of this Agreement

Section 12.4: Union Leave

The Employer grants to the Union steward reasonable amounts of time (paid if appropriate) to conduct the following activities:

- a) Investigate and process grievances
- b) Post notices (Union related)
- c) Distribute literature (Union related)
- d) Consult with the Employer concerning the enforcement of any provisions of this agreement

It is understood that the conduct of the above mentioned activities will be limited to the Union stewards work location while on duty at "non-peak" times and that a separate time record will be kept as to the amount of duty time spent on Union business.

The conduct of Union business as outlined above, will not adversely affect the ability of the Employer to carry out its operations.

Section 12.5: Military Leave

Any employee who enters the National Guard or the military service of the United States government shall, at the expiration of such service, be accorded all the rights and privileges.

Section 12.6: Bereavement Leave

In the event of a death occurring in an employee's immediate family, the employee shall be granted three (3) leave days, including holidays and weekends.

The immediate family shall be defined as: father, mother, spouse, children, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparents and grandchildren.

A leave request form must be completed to document all such time.

ARTICLE 13 **GRIEVANCE AND ARBITRATION PROCEDURE**

A grievance is any controversy between the employer and the Union with respect to interpretation or application of any of the terms of this agreement or compliance with any of the terms of this agreement.

All grievances as defined above shall be settled in the following manner:

Step 1:

The aggrieved party and steward shall first discuss the grievance with his/her immediate supervisor with the objective of resolving the matter informally.

Step 2:

If the matter is not resolved at the above Step, it may be submitted as a grievance in writing on the executed form to be provided by the Union and presented to the supervisor within five (5) calendar days after the reason for the grievance has occurred. The grievance shall include the name(s) and position(s) of the aggrieved party, the current date, and the details of the grievance and relief requested, including the specific clauses or provisions of the agreement alleged to be violated.

A meeting between the designated Employer representative and a Union Business Representative will be held within seven (7) calendar days after receipt of the written grievance. Within seven (7) calendar days after such meeting, the Employer will provide the Union with a written response to its grievance.

Step 3:

If, at this point, the grievance has not been satisfactorily settled, either party hereto shall have the right to submit such grievance to arbitration, providing such written submission is made within ten (10) calendar days after receipt of the Step 2 written response. The

Employer and the Union agree that the arbitrator shall be selected by the process established by the Public Employment Relations Board. The arbitrator shall have no power or authority to add to, detract from or modify explicit or implied, any express term of this agreement, and his authority shall be limited to deciding only whether a specific provision of this agreement has been violated. Only one (1) grievance shall be submitted to or be heard by an individual arbitrator except by mutual written agreement of the parties. The decision of the arbitrator shall be final and binding upon the parties hereto. In any event, should either party fail to comply with the arbitrator's award, the parties agree that either party may petition a court of competent jurisdiction to confirm and enforce said award and that judgment may be entered thereon unless the award is vacated by court order. The expense and fees of the arbitrator and PERB shall be shared equally by the Employer and the Union.

In the event the Employer is contemplating grievance action against an employee, it shall be filed directly at Step 2 of the grievance procedure.

The Union and Employer's designee shall confer and attempt to satisfactorily adjust the dispute. If they do not resolve the issue, it may be submitted to Step 3 within five (5) working days of the time it was submitted to the Union.

ARTICLE 14

DISCIPLINE PROCEDURE

The Employer shall not discharge nor suspend any employee without just cause. In all cases involving the discharge or suspension of an employee, the Employer must notify the employee, in writing, of his/her discharge or suspension and the reason therefore. Such written notice shall be given to the shop steward and a copy mailed to the Local Union office, all in a timely manner.

In respect to discharge or suspension, the Employer agrees to apply the concept of progressive discipline consistent with the severity of the misconduct being addressed.

Any employee discharged must be paid in full for all wages owed him by the Employer, including earned vacation pay, if any, by the next regular pay date.

ARTICLE 15

SAFETY AND WELFARE

Section 15.1: Safety Devices

The Employer will continue to install safety devices for the protection of the lives and health of employees and will use its best efforts to maintain necessary equipment, vehicles, buildings and other facilities in safe and sanitary condition. The Employer will cooperate with the Union in the receipt and investigation of complaints concerning matters affecting the health and safety of employees.

Section 15.2: Access to Employees

Each contract year, the Employer will furnish the Union with a list of new employees in the bargaining unit in addition to any change of address of current employees in the unit. Such list of new employees shall contain the name, address, position and salary. It is understood that is the obligation of an employee to notify the Employer of any change of address, phone number, name, marital status. Failure to do so may result in disciplinary action taken against

the employee. This information will be held in strict confidence and will not be used to harass any employee.

One (1) month after the signing of this agreement, the Employer agrees to provide job descriptions of all positions covered by this agreement to the Union and annually thereafter during the term of this agreement. For any new job titles within the bargaining unit created during the term of this agreement, the Union Business Representative shall be provided a copy of such job description within thirty (30) calendar days after an employee is appointed to such new position.

Section 15.3: Access to Premises

The Employer agrees to permit representatives of the International Union, and/or Local Union to enter the premises of the Employer at any hour after permission from the division head or his designee has been granted for individual discussions of working conditions with employees, provided such representatives or the discussions do not unduly interfere with the performance of duties assigned to the employees.

ARTICLE 16 **PERSONNEL FILE**

Section 16.1: Disciplinary Memo or Notice

No disciplinary memo or notice of any nature which might reflect adversely upon the employee's character or career will be placed in any personnel file without his/her knowledge. The employee shall be given the opportunity to respond in writing to any such material and to have the response maintained as part of his/her personnel file. After one year, all disciplinary memos or notices may be subject to review. The Union will receive copies of disciplinary memos or notices.

Section 16.2: Unsupported Charges

If complaints or charges lodged against an employee and maintained in his/her personnel file are subsequently found to be unsupported, all record thereof shall be removed from the employee's personnel file.

Section 16.3: Inspection

Upon the request of the employee concerned, his/her personnel file shall be made available to him/her for review. The personnel file cannot be removed from its regular place of maintenance or storage at 181 Ellicott Street, Buffalo, New York and must be reviewed in the presence of the normal custodian of such file.

ARTICLE 17 **MISCELLANEOUS BENEFITS**

Section 17.1: Bulletin Boards

The Employer agrees to allow authorized employees of the Union to use the designated bulletin boards for posting official Union notices, which must be signed by an authorized Union official. The Union agrees to use these designated bulletin boards for the posting of notices and announcements of meetings, elections, appointments to offices and results of elections, social educational or recreational affairs of the Union.

Section 17.2: Printing of Agreement

The Employer agrees to reproduce a sufficient number of copies of this agreement for distribution by Union officers to the membership.

Section 17.3: Employee Assistance Program

The Employer agrees to continue current EAP services to employee and their immediate family.

Section 17.4: Mileage Allowance

If an employee is requested by management to work at another location, after he has reported to work, the employer must provide transportation for the employee or reimburse the employee the established IRS rate. The mileage payment may be increased by the Employer.

Section 17.5: Uniforms

The Employer will provide uniforms at no cost to the employee. Employees must wear designated uniforms while on duty.

Section 17.6: Cleaning Allowance

On April 1st of each year effective April 1, 2008, the NFTA will provide each employee with a separate check in the amount of two hundred fifty (\$250.00) dollars for uniform cleaning allowance, for employees required to wear uniforms pursuant to Section 17.5 of the collective bargaining agreement.

ARTICLE 18
SAVINGS CLAUSE

In any section, subsection, sentence, clause, phrase of any portion of this agreement is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this agreement.

ARTICLE 19
MANAGEMENT RIGHTS

Except as expressly limited by the provisions of this agreement, all of the authority, rights and responsibilities of the Employer are retained by it including the sole right to conduct the business of and carry out the mission of the Employer. Such rights are subject to such conditions, requirements and limitations as may be applicable under law and must be exercised consistently with the other provisions of this agreement. Such rights include, but are not limited to the following:

1. To determine the mission and policies of the Employer.
2. To determine the facilities, methods, means and number of personnel; to designate the members needed to carry out the Employer's missions and to introduce new or improved methods of facilities.

ARTICLE 20
NO STRIKE CLAUSE

The Union recognizes the status of the Employer's employees as "public employees" and the provisions of law applicable thereto.

The Union shall not engage in a strike, nor cause, instigate, encourage or condone one. In the event a strike or work stoppage occurs, the Union shall exert its best efforts to prevent and terminate the same.

No lockout of employees shall be instituted by the Employer during the term of this agreement.

ARTICLE 21
TERMS OF AGREEMENT

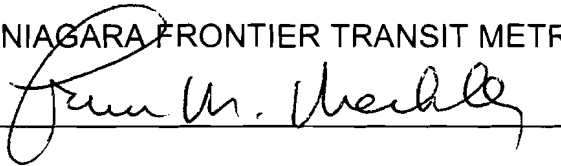
The effective date and terms of this agreement shall be from April 1, 2007 and the agreement shall continue in full force and effect until March 31, 2012 unless extended or modified by mutual agreement of the parties.

Notice of intent to change or amend the provisions of this agreement shall be served, in writing, by the party desiring such change or amendment to the other party at least one hundred twenty (120) days prior to said expiration date.


If neither party sends a notice of intent to change or amend this agreement, then this agreement shall be considered to have been automatically renewed for the term of one (1) year.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 29th
day of April, 2008

NIAGARA FRONTIER TRANSIT METRO SYSTEM, INC.



NFT METRO SYSTEM, INC. (METRO – LINK A.D.A CONTROLLERS)
- TEAMSTERS LOCAL #264



APPENDIX A
SALARY TABLE/WAGE RATES
NFT METRO – TEAMSTERS LOCAL #264 (METRO-LINK A.D.A CONTROLLERS)

Employees in the bargaining unit will be placed into the wage step table as follows:

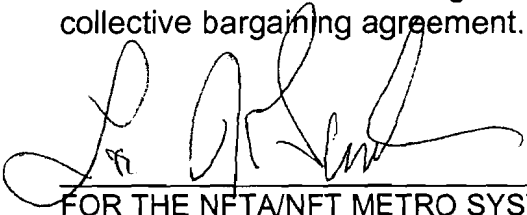
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Effective 4/1/07	\$15.76	\$19.93	\$23.52	\$24.86
Effective 4/1/08	\$16.08	\$20.33	\$23.99	\$25.36
Effective 4/1/09	\$16.32	\$20.63	\$24.35	\$25.74
Effective 4/1/10	\$16.56	\$20.94	\$24.72	\$26.13
Effective 4/1/11	\$16.89	\$21.36	\$25.21	\$26.65

Employees will be eligible to move to the next step in the salary table after twelve (12) months of satisfactory service at each step.

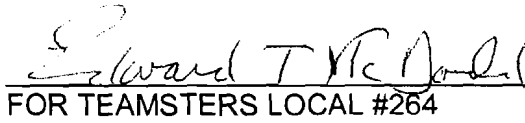
Employees hired into the unit will start at Step 1 unless otherwise agreed to by the parties.

APPENDIX B

The parties agree to continue to review a work schedule of four (4), ten (10) hour workdays in the future. The first meeting will be within ninety (90) days of execution of the 2005-2007 collective bargaining agreement.



FOR THE NFTA/NFT METRO SYSTEM, INC.



FOR TEAMSTERS LOCAL #264

DATE

1-30-08

DATE

1/28/08

MEMORANDUM OF UNDERSTANDING

It is understood that Article 11.1 the collective bargaining agreement between NFT Metro Systems, Inc. (Metro-Link A.D.A. Controllers) and Teamsters #264 shall be expanded to include the following:

Department Seniority: Date of employment as a Metro-Link A.D.A. Controllers (applied for layoff bumping, shift selector and vacation selection).

The new 11.1 shall now read as follows:

11.1: Seniority Classified: Seniority will be classified as follows:

Company Seniority: Date of full time permanent employment with NFT Metro, regardless of position, classification or Union status.

Department Seniority: Date of employment as a Metro-Link A.D.A. Controllers (applied for layoff bumping, shift selector and vacation selection).


NFT METRO SYSTEMS, INC.


TEAMSTERS LOCAL #264